

State of Vermont

Buildings and General Services
Office of Purchasing & Contracting
10 Baldwin St
Montpelier VT 05633-7501
United States

CONTRACT



Vendor ID 0000009318
Motorola Solutions, Inc.
c/o Charles McCormick
PO Box 958
Bethel ME 04217
United States

Phone #:

Contract ID 000000000000000000021681		Page 1 of 4
Contract Dates 03/21/2012 to 03/31/2015		Origin CPS
Description: P25 COMPLIANT MOBILE RADIOS		Contract Maximum \$9,999,999.00
Buyer Name McIntyre, John	Buyer Phone	Contract Status Approved

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
1		P25 COMPLAINT MOBILE RADIOS MOTOROLA MODEL #M21QTM9PW1 N XTL2500 UHF MOBILE INITIAL PURCHASE FOR VSP	EA	0.01000	0.00	0.00

LINE ITEM #1 COVERS THE PURCHASE OF MOTOROLA P25 COMPLIANT RADIOS TO SUPPORT THE VERMONT STATE POLICE NEEDS. THIS LINE COVERS A ONE TIME PURCHASE OF A QUANTITY NOT LESS THAN 225 UNITS. THE FOLLOWING PRICING APPLIES ON THIS INITIAL PURCHASE;
P25 COMPLAINT MOBILE RADIO WITH CONTROL HEADS FOR REMOTE MOUNTING UNIT PRICE \$1917.90 / EACH

AVAILABLE OPTIONS AND PRICES FOR INITIAL PURCHASE:

QTY 5 PROGRAMMING SOFTWARE- MODEL RVN4185AC UNIT PRICE \$265.00 x 5 = \$1325.00

QTY 5 PROGRAMMING CABLES- MODEL HKN6184C UNIT PRICE \$43.35 X 5 = \$216.75

RF PRE-AMP \$42.90 EACH (INITIAL PURCHASE)

ENHANCED DIGITAL ID DISPLAY \$48.75 EACH (INITIAL PURCHASE)

INDUSTRY CUSTOMARY ENCRYPTION STANDARDS AES \$412.10 EACH

INDUSTRY CUSTOMARY ENCRYPTION STANDARDS DES \$557.70 EACH

2 YEAR EXTENDED SERVICE PLAN FOR NON-ENCRYPTED RADIO \$121.00 EACH

2 YEAR EXTENDED SERVICE PLAN FOR ENCRYPTED RADIO \$137.00 EACH

2		P25 COMPLIANT MOBILE RADIOS FOR AGENCIES , DEPARTMENTS , AND POLITICAL SUB DIVISIONS	EA	0.01000	0.00	0.00
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LINE ITEM NUMBER 2 IS OPEN TO ALL ELIGIBLE USERS PER THE CONTRACT TERMS. THE PRICING IS BASED ON TIERED VOLUME PRICING AS SHOWN BELOW; CONTRACT USERS MAY CHOOSE FROM EITHER OF THE FOLLOWING RADIO MODELS;

THE MOTOROLA # M21QTM9PW1 N XLT2500, UHF MOBILE, REMOTE MOUNT, 110 WATT RADIO OR

THE #M21QSM9PW1 N XLT2500 MOBILE, 10-40 WATT, DASH MOUNT RADIO MAY BE SELECTED.

THE CONTRACT DISCOUNT BY VOLUME IS AS FOLLOWS;

QTY 1-49 DISCOUNT 20% 110 WATT MODEL=\$2852.80 40 WATT DASH MODEL=\$2315.20

QTY 50-199 DISCOUNT 28% 110 WATT MODEL \$2567.52 40 WATT DASH MODEL=\$2083.68

QTY 200+ DISCOUNT 35% 11 WATT MODEL \$2317.90 40 WATT DASH MODEL=\$1881.10

THE DISCOUNTS FOR SELECTED OPTIONS WILL MATCH THE DISCOUNTS OFFERED ON THE RADIOS. FOR OPTIONS IN QTY 1-49 THE DISCOUNT WILL BE 20%, FOR QTY 50-200 THE DISCOUNT WILL BE 28%, AND FOR QTY 200+ THE DISCOUNT WILL BE 35%.

3		TRAINING- CUSTOMER PROGRAMMING SOFTWARE TRAINING	EA	0.01000	0.00	0.00
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CUSTOMER PROGRAMMING SOFTWARE TRAINING - 2 DAY FIELD COURSE FOR UP TO 6 STUDENTS- TARGET AUDIENCE IS RADIO PROGRAMMERS AND SYSTEM MANAGERS -CONTRACT PRICE \$9010.00

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4		TRAINING- XTS / XTL TECHNICAL SUBSCRIBER ACADEMY	EA	0.01000	0.00	0.00

XTS / XTL SUBSCRIBER ACADEMY IS A 5 DAY TECHNICAL FIELD COURSE FOR UP TO 6 STUDENTS -TARGET AUDIENCE IS PROGRAMERS AND TECHNICIANS CONTRACT PRICE \$19,150.00

CONTRACT TERMS AND ADDITIONAL INFORMATION

THIS CONTRACT IS ISSUED IN ACCORDANCE WITH THE STATE OF VERMONT RFP FOR P25 COMPLIANT MOBILE RADIOS ISSUED DECEMBER 01, 2011 AND VENDOR'S RESPONSE DATED DECEMBER 27, 2011.

STATE OF VERMONT ATTACHMENT A: STANDARD STATE CONTRACT PROVISIONS DATED JANUARY 10, 2011 MODIFIED FOR CONTRACT #21681 ON MARCH 13, 2012, ATTACHEMENT B "OTHER TERMS AND CONDITIONS", AND MOTOROLA COMMUNICATIONS PRODUCTS AGREEMENT (CPA) WITH EXHIBIT "A" SOFTWARE LICENSE AGREEMENT, ARE ATTACHED AND INCORPORATED AS PART OF THIS ORDER.

SCOPE: THE CONTRACT WILL PROVIDE P25 COMPLIANT MOBILE RADIOS, OPTIONAL RADIO ACCESSORIES, TRAINING, AND EXTENDED SERVICE PLAN OPTIONS TO THE STATE OF VERMONT. THE CONTRACT IS WRITTEN TO SUPPORT THE DEPARTMENT OF PUBLIC SAFETY, AND ALL OTHER DEPARTMENTS AND AGENCIES OF THE STATE OF VERMONT AND ITS ELIGIBLE POLITICAL SUB-DIVISIONS.

CONTRACT TERM: THE CONTRACT PERIOD IS FOR 1 YEAR FROM MARCH 21, 2012 THRU MARCH 31, 2013 WITH THE OPTION TO RENEW THE AGREEMENT FOR 2 ADDITIONAL ONE YEAR TERMS.

TERMS: NET 30 DAYS

QUANTITY: THE ANNUAL VALUE AND QUANTITIES ARE ESTIMATED ONLY BASED ON PRIOR USAGE; ACTUAL PURCHASES MAY BE HIGHER OR LOWER DEPENDING ON THE STATE'S NEEDS. THE CONTRACT MAXIMUM IS NOT REFLECTIVE OF ACTUAL USAGE.

DELIVERY: RESPONSIBILITY FOR PRODUCT DELIVERY REMAINS WITH THE CONTRACTOR UNTIL THE PRODUCT IS PROPERLY DELIVERED AND SIGNED FOR IN ACCORDANCE WITH THE OFFICE OF PURCHASING & CONTRACTING TERMS AND CONDITIONS. SHIPMENTS SHALL BE SECURELY AND PROPERLY PACKED, ACCORDING TO ACCEPTED COMMERCIAL PRACTICES, WITHOUT EXTRA CHARGE FOR PACKING CASES OR OTHER CONTAINERS. SUCH CONTAINERS WILL REMAIN THE PROPERTY OF THE STATE UNLESS OTHERWISE STATED. DELIVERED GOODS THAT DO NOT CONFORM TO THE SPECIFICATIONS OR ARE NOT IN GOOD CONDITION UPON RECEIPT SHALL BE REPLACED PROMPTLY BY THE CONTRACTOR.

PRICING: ALL EQUIPMENT PRICING IS TO INCLUDE F.O.B. DELIVERY TO THE ORDERING FACILITY. NO REQUEST FOR EXTRA DELIVERY COST WILL BE HONORED. ALL EQUIPMENT SHALL BE DELIVERED ASSEMBLED, SERVICED, OILED, AND READY FOR IMMEDIATE USE, UNLESS OTHERWISE REQUESTED BY THE PURCHASING AGENCY.

QUALITY: ALL PRODUCTS PROVIDED UNDER THESE AGREEMENTS WILL BE NEW AND UNUSED, UNLESS OTHERWISE STATED. FACTORY SECONDS OR REMANUFACTURED PRODUCTS WILL NOT BE ACCEPTED UNLESS SPECIFICALLY REQUESTED BY THE PURCHASING AGENCY. ALL PRODUCTS PROVIDED BY THE CONTRACTOR MUST MEET ALL FEDERAL, STATE, AND LOCAL STANDARDS FOR QUALITY AND SAFETY REQUIREMENTS. PRODUCTS NOT MEETING THESE STANDARDS WILL BE DEEMED UNACCEPTABLE AND RETURNED TO THE CONTRACTOR FOR CREDIT AT NO CHARGE TO THE STATE.

METHOD OF ORDERING: PURCHASE ORDERS MUST BE USED TO ORDER ITEMS AVAILABLE UNDER THIS CONTRACT. IF VERBAL ORDERS ARE GIVEN A CONFIRMING PURCHASE ORDER MUST BE ISSUED.

INVOICING: ALL INVOICES ARE TO BE RENDERED BY THE CONTRACTOR ON THE VENDOR'S STANDARD BILLHEAD AND FORWARDED DIRECTLY TO THE INSTITUTION OR AGENCY ORDERING MATERIALS OR SERVICES AND SHALL SPECIFY THE ADDRESS TO WHICH PAYMENTS WILL BE SENT.

CANCELLATION: THE STATE SPECIFICALLY RESERVES THE RIGHT TO CANCEL THE CONTRACT, OR ANY PORTION THEREOF, IF, IN THE OPINION OF ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES, THE SERVICES OR MATERIALS SUPPLIED BY THE CONTRACTOR ARE NOT SATISFACTORY OR ARE NOT CONSISTENT WITH THE TERMS OF THE CONTRACT

DEFAULT: IN CASE OF DEFAULT OF THE CONTRACTOR, THE STATE MAY PROCURE THE MATERIALS OR SUPPLIES FROM OTHER SOURCES AND HOLD THE CONTRACTOR RESPONSIBLE FOR ANY EXCESS COST OCCASIONED THEREBY, PROVIDED, THAT IF PUBLIC

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NECESSITY REQUIRES THE USE OF MATERIALS OR SUPPLIES NOT CONFORMING TO THE SPECIFICATIONS THEY MAY BE ACCEPTED AND PAYMENT THEREFORE SHALL BE MADE AT A PROPER REDUCTION IN PRICE.						

CONTRACT TERMS: THIS CONTRACT WILL BE SUBJECT TO REVIEW THROUGHOUT ITS TERM. THE STATE WILL CONSIDER CANCELLATION UPON DISCOVERY THAT A VENDOR IS IN VIOLATION OF ANY PORTION OF THE AGREEMENT, INCLUDING AN INABILITY BY THE VENDOR TO PROVIDE THE PRODUCTS, SUPPORT, AND/OR SERVICE OFFERED IN THEIR RESPONSE.

VERMONT STATE COLLEGES: THIS CONTRACT IS ALSO AVAILABLE FOR USE BY THE UNIVERSITY OF VERMONT AND THE VERMONT STATE COLLEGES INC., A SEPARATE CORPORATION, HAVING UNDER ITS JURISDICTION CASTLETON STATE COLLEGE, JOHNSON STATE COLLEGE, LYNDON STATE COLLEGE, COMMUNITY COLLEGE OF VERMONT, AND THE VERMONT TECHNICAL COLLEGE.

TOWNS AND SCHOOLS OF THE STATE OF VERMONT: AT THE BIDDER'S ELECTION POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES OF THE STATE MAY PARTICIPATE IN STATE CONTRACTS AT THE SAME PRICES, TERMS AND CONDITIONS. ITEMS FURNISHED TO POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES WILL BE BILLED DIRECTLY TO AND PAID FOR BY THE POLITICAL SUBDIVISIONS OR INDEPENDENT COLLEGES AND NEITHER THE STATE NOR ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES PERSONALLY OR OFFICIALLY ASSUMES ANY RESPONSIBILITY FOR THESE PAYMENTS.

AGENCIES & DEPARTMENTS ARE REQUESTED TO ADVISE THE PURCHASING AGENT AT ONCE OF THE FAILURE ON THE PART OF THE CONTRACTOR TO FULFILL ANY OF THE TERMS OR CONDITIONS OF THIS CONTRACT.

PLEASE REFER TO THE ASSIGNED CONTRACT NUMBER/PURCHASE ORDER # ON ALL CORRESPONDENCE, DELIVERY DOCUMENTS AND INVOICES.

THE VISA PURCHASING CARD MAY BE USED AS A FORM OF PAYMENT UNDER THIS CONTRACT.

EQUIPMENT WARRANTY: THE MANUFACTURER SHALL INCLUDE WITH THEIR PROPOSALS A WRITTEN WARRANTY FOR EACH PIECE OF EQUIPMENT AND SOFTWARE THAT THEY INTEND TO FURNISH. WARRANTEES ARE TO BE BASED ON COMMERCIAL USE. A MINIMUM OF ONE (1) YEAR COMMERCIAL USE WARRANTY IS REQUIRED. IT IS DESIRABLE THAT THE BIDDER OFFER MORE THAN ONE (1) YEAR.

***** AMENDMENT #1 *****

AMENDMENT #1 - APRIL 05, 2013 - THE STATE IS HEREBY ELECTING TO EXERCISE RENEWAL OPTION YEAR ONE THEREBY EXTENDING THE PERIOD OF PERFORMANCE UNDER THIS AGREEMENT FOR ONE YEAR TO MARCH 31, 2014 UNDER THE SAME PRICING, TERMS AND CONDITIONS.

CONTRACTOR CERTIFIES UNDER THE PAINS AND PENALTIES OF PERJURY THAT, AS OF THE DATE THIS CONTRACT AMENDMENT IS SIGNED, CONTRACTOR IS IN GOOD STANDING WITH RESPECT TO, OR IN FULL COMPLIANCE WITH, A PLAN TO PAY ANY AND ALL TAXES DUE THE STATE OF VERMONT.

ATTACHMENT A & B: ATTACHMENTS A & B AS MODIFIED FOR CONTRACT #21681 REMAIN IN EFFECT.

***** AMENDMENT #2 *****

AMENDMENT #2 - APRIL 11, 2014 - THE STATE IS HEREBY ELECTING TO EXERCISE RENEWAL OPTION YEAR TWO THEREBY EXTENDING THE PERIOD OF PERFORMANCE UNDER THIS AGREEMENT FOR ONE YEAR TO MARCH 31, 2015 UNDER THE SAME PRICING, TERMS AND CONDITIONS.

CONTRACTOR CERTIFIES UNDER THE PAINS AND PENALTIES OF PERJURY THAT, AS OF THE DATE THIS CONTRACT AMENDMENT IS SIGNED, CONTRACTOR IS IN GOOD STANDING WITH RESPECT TO, OR IN FULL COMPLIANCE WITH, A PLAN TO PAY ANY AND ALL TAXES DUE THE STATE OF VERMONT.

ATTACHMENT A & B AS MODIFIED FOR CONTRACT #21681 REMAIN IN EFFECT.

IF YOU HAVE ANY QUESTIONS REGARDING THIS DOCUMENT PLEASE CONTACT:

JOHN MCINTYRE
PURCHASING AGENT
802-828-2210
FAX 802-828-2222
john.mcintyre@state.vt.us

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WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the STATE of VERMONT

By the CONTRACTOR

Date: _____

Date: _____

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Email: _____

Email: _____